



BellSouth Telecommunications, Inc.
333 Commerce Street, Suite 2101
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

REC'D TN
REGULATORY AUTH.

Guy M. Hicks
General Counsel

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OFFICE OF THE
EXECUTIVE SECRETARY

April 26, 2000

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Global Crossing Local Services, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. ~~00-00830~~

01-00385

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Global Crossing Local Services, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated April 25, 2000. The Amendment revises rates for Line Sharing, Loop Make Up and Unbundled Loop Modification/Conditioning.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

cc: Mr. Chris Poynter, Global Crossing Local Services, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Global Crossing Local Services, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. ~~00-00830~~ 01-00385

PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND GLOBAL CROSSING LOCAL SERVICES, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Global Crossing Local Services, Inc. ("Global Crossing") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated April 25, 2000 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Global Crossing and BellSouth state the following:

1. Global Crossing and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Global Crossing. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on December 5, 2000.
2. The parties have recently negotiated an Amendment to the Agreement which revises rates for Line Sharing, Loop Make Up and Unbundled Loop Modification/Conditioning. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Global Crossing and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties is authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and Global Crossing within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Global Crossing and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Global Crossing and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 27th day of April, 2001.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

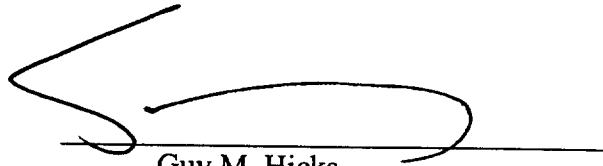
By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 27th day of Sept, 2001:

Mr. Chris Poynter
Global Crossing Local Services, Inc.
180 South Clinton Avenue
Rochester, New York 14646



Guy M. Hicks

AMENDMENT TO
INTERCONNECTION AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND GLOBAL CROSSING LOCAL SERVICES, INC.
AND GLOBAL CROSSING TELEMAGEMENT, INC.
DATED APRIL 25, 2000

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and Global Crossing Local Services, Inc. and Global Crossing Telemagement, Inc. ("Global Crossing"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated April 25, 2000 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BellSouth and Global Crossing hereby covenant and agree as follows:

1. Pursuant to Section 2.2, 2.14 and 3.0 of Attachment 2 of the Interconnection Agreement, the Parties hereby agree to revise the rates for Unbundled Network Element Line Sharing, Loop Make Up and Unbundled Loop Modification/Conditioning in the state of Tennessee. Based on the results of the Tennessee Regulatory Authority (TRA) hearing on September 26, 2000 in Docket No. 00-00544 the interim rates for Line Sharing, Loop Make Up and Unbundled Loop Modification/Conditioning in Tennessee shall be as set forth in Exhibit 1-TN. These rates shall be subject to retroactive true-up once permanent rates have been established by the Authority.
2. The Parties agree that the rates for in Exhibit C of Attachment 2 of the Interconnection Agreement that are associated with these rate elements, are hereby deleted and replaced with new rates for like elements hereto attached as Exhibit 1-TN.
3. The Parties agree that the rates for Tennessee in Exhibit C of Attachment 2 of the Interconnection Agreement are hereby amended to include the new rate elements for Line Sharing, Loop, Unbundled Loop Modification/Conditioning and Loop Make Up found in Exhibit 1-TN hereto attached.
4. The Parties agree that all of the other provisions of the Interconnection Agreement, dated April 25, 2000, shall remain in full force and effect.
5. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Tennessee Regulatory Authority or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BellSouth Telecommunications, Inc.

By: *ella Shiroigui*

Title: *Managing Director*

Date: *2/12/01*

**Global Crossing Local Services, Inc. and
Global Crossing Telemanagement, Inc.**

By: *David J. Schoen*

Title: *General Manager*

Date: *12/20/00*

EXHIBIT 1-TN

BELLSOUTH/GLOBAL CROSSING RATES
NETWORK ELEMENTS
AND OTHER SERVICES

Attachment 2
Exhibit C
Rates

DESCRIPTION		USOC	TN
Unbundled Loop Modification/Conditioning			
NRC - Load Coil/Equipment Removal per 2 Wire pair - Loops less than or equal to 18kft **	ULM2L	\$65.40	
NRC - Load Coil/Equipment Removal per 2 Wire pair - Loops greater than 18kft - 1st **	ULM2G	\$710.71	
NRC - Load Coil/Equipment Removal per 2 Wire pair - Loops greater than 18kft - Add'l **	ULM2G	\$23.77	
NRC - Load Coil/Equipment Removal per 4 Wire pair - Loops less than or equal to 18kft **	ULM4L	\$65.40	
NRC - Load Coil/Equipment Removal per 4 Wire pair - Loops greater than 18kft - 1st **	ULM4G	\$710.71	
NRC - Load Coil/Equipment Removal per 4 Wire pair - Loops greater than 18kft - Add'l **	ULM4G	\$23.77	
NRC - Bridge Tap Removal per pair unloaded **	ULMBT	\$65.44	
Loop Make Up			
NRC - Loop Makeup - Preordering Without Reservation, per working facility queried (Manual) **	UMKLW	\$100.00	
Loop Makeup - Preordering Without Reservation, per spare facility queried (Manual) Maximum number of spare facilities per manual LMUSI is 3. **	UMKLW	\$100.00	
NRC-Loop Makeup - Preordering With Reservation, per spare facility queried (Manual) Max number of spare facilities per manual LMUSI is 3. **	UMKLP	\$100.00	
NRC - Loop Makeup - Preordering Without Reservation, per working facility queried (Mechanized) **		\$0.6888	
Loop Makeup - Preordering Without Reservation, per spare facility queried (Mechanized) Max number of spare facilities per mechanized LMUSI is 10. **		\$0.6888	
Loop Makeup - Preordering With Reservation, per spare facility queried (Mechanized) Max number of spare facilities per mechanized LMUSI is 10. **		\$0.6888	
LINE SHARING			
2-Wire analog VG (SL1) for Line Sharing			
RC - per month (See Note) **		\$12.16	
NRC - 1st (See Note) **		\$31.99	
NRC - Add'l (See Note) **		\$20.02	
System Splitter - 96 Line Capacity			
RC - Per month **	ULSDA	\$100.00	
NRC - 1st **	ULSDA	\$150.00	
NRC - Add'l **	ULSDA	\$0.00	
NRC - Disconnect 1st **	ULSDA	\$150.00	
NRC - Disconnect Add'l **	ULSDA	\$0.00	

EXHIBIT 1-TN

BELLSOUTH/GLOBAL CROSSING RATES
NETWORK ELEMENTS
AND OTHER SERVICES

Attachment 2
Exhibit C
Rates

	System Splitter - 24 Line Capacity		
	RC - Per month **	ULSDB	\$25.00
	NRC - 1st **	ULSDB	\$150.00
	NRC - Addl **	ULSDB	\$0.00
	NRC - Disconnect 1st **	ULSDB	\$150.00
	NRC - Disconnect Add'l **	ULSDB	\$0.00
	Loop Capacity, Line Activation Per Occurrence		
	RC - Per Month **	ULSDC	\$3.48
	NRC - 1st **	ULSDC	\$40.00
	NRC - Addl **	ULSDC	\$21.39
	Subsequent Activity - Per Occurrence		
	NRC - 1st **	ULSDS	\$30.00
	NRC - Addl **	ULSDS	\$15.00
	** Interim Rates subject to true-up		
Note:			
	The recurring interim and nonrecurring interim rates in TN for 2-Wire analog VG (SL1) for Line Sharing is for a stand-alone loop purchased by Global Crossing to provide both analog voice service and xDSL services or in the event Global Crossing wishes to continue providing xDSL services to an end-user who terminates its BellSouth-provided voice service. These rates apply when Global Crossing purchases the splitter from BellSouth.		